PERFORMANCE BASED STATEMENT OF WORK (PBSOW) KAYENTA HEALTH CENTER EMERGENCY DEPARTMENT PHYSICIAN SERVICES

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Exhibit C-2

PERFORMANCE BASED STATEMENT OF WORK (PBSOW)
KAYENTA HEALTH CENTER EMERGENCY DEPARTMENT PHYSICIAN SERVICES

1.0 GENERAL: This performance work statement describes the requirements for a non-personal service contract for the provision of MOST SHIFTS FOR EMERGENCY PHYSICIAN SERVICES for Navajo Area Indian Health Service (NAIHS) Indian Health Services (IHS), Kayenta Service Unit: Kayenta Health Center (KHC). The contractor shall provide a physician to cover these services at a fixed hourly rate.

1.1 **BACKGROUND:** The Indian Health Service (IHS), an agency within the Department of Health and Human Services, is responsible for providing federal healthcare services to American Indians and Alaska Natives. The IHS is the principal federal health care provider and health advocate for Indian people and its goal is to raise their health status to the highest possible level. The IHS provides a comprehensive health service delivery system for approximately 1.9 million American Indians and Alaska Natives who belong to 564 federally recognized tribes in 35 states. The goal is to insure comprehensive and qualitative Emergency Physician services is available for Kayenta Health Center (KHC).

The KHC Emergency Department (ED) is currently a free-standing ED, without a local hospital, at a site shared with clinics providing outpatient services. The ED is in operation 24 hours a day, 7 days a week, 365 days per year including Federal Holidays. In 2015 the KHC-ED saw approximately 17,000 patients and is averaging approximately 1,400 patients per month. KHC will move to a new hospital in the summer of 2016 with the expectation that ED visits will increase. Within one year of the move to the new facility it is anticipated that an in-patient unit will open. The in-patient unit will be a short stay hospital.

1.2 **STAFF COVERAGE DUE TO UNFORESEEN ABSENTEESIM:** Due to short staffing the Kayenta Health Center does not have regularly staff personnel in the ED. Therefore, it is exceedingly difficult, if not impossible, to provide ED coverage if the ED contracted physician cannot cover a shift. This is so important to the welfare of our patients that a penalty of $250 per hour will be assessed for each scheduled and confirmed hour of Contractor coverage that is not covered, with the caveat that this penalty may be waived, at the sole discretion of the Kayenta Health Center, if the lapse in coverage is due to circumstances clearly beyond the reasonable control of the Contractor.

1.3 **INITIAL ROSTER:** Data from past experience at KHC indicate that an average of twelve (12) providers are needed to cover emergency services each quarter of the year. Therefore, the Contractor must have twelve (12) physicians, fully credentialed in accordance with qualifications, see Section 6.0, available to work on the first day of contract.

1.4 APPLICABLE DOCUMENTS:

1.4.1 Section 231 of Public Law 101-6&7, the Crime Control Act of 1990.

1.4.2 Section 4087 of Public Law 101-630, the Indian Child Protection and Family Violence Act.

1.4.3 Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI).

1.4.4 Privacy Act of 1974.

1.4.5 Service Unit and Health Center Policies, Procedures and Protocols.

1.4.6 Public Law 102-573, Indian Health Care Improvement Act, Section 222

1.4.7 42 Code of Federal Regulations (CFR) 136.11-136.21 Contract Health Care Services.

1.4.8 Public Law 93-638, Indian Self-Determination Act

2.0 DEFINITIONS:

2.1 Acceptance: An authorized representative of the Government has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements

2.2 Advanced Life Support (ALS): Emergency medical care for sustaining life, including defibrillation, airway management, and drugs and medications.

2.3 Advanced Life Support for Obstetrics (ALSO): An advanced level of hospital care and procedures to effectively manage potential emergencies during the perinatal period.

2.4 Approval: The Government has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract or contract requirements. Government Approval shall not relieve the Contractor from responsibility for complying with contract requirements.

2.5 Active Labor: Contractions less than (<) 5 minutes apart and/ or greater than (>) 4 cm dilation.

2.6 Award Term Plan: Relative to Performance Based Contracting and rewarding the Contractor for satisfactory performance with option of contract term extension.

2.7 Basic Life Support (BLS): A specific level of pre-hospital medical care provided by trained and certified responders, including Emergency Medical Technicians (EMTs). BLS consists of a number of life-saving techniques e.g. the use of airway adjuncts such as respirators, emergency oxygen therapy; application of Cardiopulmonary resuscitation and other non-invasive emergency procedures.

2.8 CMS: Centers for Medicare & Medicaid Services.

2.9 Contracting Officer (CO): Individual at the IHS authorized and warranted to issue contracts and to make subsequent modification(s). The CO has the authority to make determinations on all matters of dispute regarding this contract.

2.10 Contracting Officer Representative (COR): A federal employee who assists the ordering/issuing activity-contracting officer in the administration of task orders issued under this contract. The PO is primarily responsible for the day-to-day program management of the ordering activity's task or delivery orders.

2.11 Contractor: The individual/company awarded this contract.

2.12 **EHR**: Electronic Health Record

2.13 **Eligible Beneficiaries**: Services will be made available, as medically indicated to persons of Indian descent belonging to the Indian community served by the local facilities and program. Services will also be made available, as medically indicated, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about six weeks after delivery)

2.14 **EMTALA:** Emergency Medical Treatment And Labor Act

2.15 **Emergency Medical Service (EMS)**: Those services that do qualify for basic life support or advance life support.

2.16 **Federal Acquisition Regulation (FAR)**: The FAR is the primary regulation for use by all Federal Executive agencies in their acquisition of supplies and services with appropriated funds.

2.17 **Health insurance portability and accountability act (HIPAA)** - Acronym that stands for the Health Insurance Portability and Accountability Act, a US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers. Developed by the Department of Health and Human Services.

2.18 **IHS PRC eligible beneficiaries** – Services will be made available, as medically indicated to persons of Indian descent belonging to an Indian community served by the local facilities and program. Services will also be made available, as medically indicted, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about 6 weeks after delivery.)

2.19 **Interfacility**: Between two health facilities.

2.20 **Ordering Activity**: An authorized user of IHS that may issue a task or delivery order to obtain required services under this contract.

2.21 **Ordering Activity Contracting Officer:** An employee of IHS authorized and warranted to issue task orders and to make subsequent task order modification(s) under this contract. The Ordering Activity CO has the authority to make initial determinations on all matters of dispute regarding task orders.

2.22 **Past Performance Information**: Relevant information regarding a contractor's actions under previously awarded contracts. It includes the contractor's record of conforming to Scope of Work: state standards; the contractor's record of containing and forecasting costs on any previously performed cost reimbursable contracts; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business- like concern for the interest of the customer.

2.23 **Purchased/Referred Care (PRC)**: Health Services provided at the expense of the Indian Health Service (IHS) provided by public or private medical or hospital facilities other than those of the service.

2.24 **Quality Assurance Surveillance Plan (QASP):** An organized written document prepared and used by the Government for Quality Assurance surveillance of the contractor's performance.

2.25 **RN**: means the same as a Registered Nurse.

2.26 **Root Cause:** A situation where performance does not meet expectations. Cause suggests responsibility or a factor to blame for a problem.

2.27 **Sentinel Event**: An event/incident that is unique and not planned for. JCAHO definition: unexpected occurrence resulting in death or serious physical injury or the risk there of.

2.28 **Service Unit:** A facility that houses Service Unit administrative staff and is responsible for the administration, coordination, and implementation of the Indian Health program/s in a designated geographic portion of the Area.

2.29 **Task Order:** An order issued in accordance with the terms of the contract and ordering activity's specific requirements. An ordering activities written order to obtain services, at a minimum will include the following where applicable: description of services, skill categories, hours, price, period of performance, contract number, and the ordering activities task or delivery order number.

2.30 **Verifiable Emergency:** An unexpected/unplanned episode requiring valid documentation to confirm the occurrence.

3.0 GOVERNMENT FURNISHED INFORMATION, PROPERTY AND SERVICES:

3.1 **Information** - Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The Contracting Officer or designee will be the point of contact for identification of any required information to be supplied by the Government. The contract physicians must complete orientation (typically 8 hours) prior to working in the Emergency Department.

3.2 **Joint Use by the Government and the Contractor:** The Government will provide, for joint use by the Government and the Contractor, all necessary equipment, supplies, and clinic space to perform the services under this contract.

3.3 **Contractor Exclusive Use:**

3.3.1 **Personal Protective Equipment (PPE):** The Government will furnish the Contractor with appropriate PPE other than specified in paragraph 4 of the contract. The Government will be responsible for any repair, cleaning, and inventory required for the PPE. This does not include any type of uniform or laboratory coat.

3.3.2 **I.D. Badge:** The Government will provide facility specific contractor identification badges for each contractor. A minimum fee of $10.00 will be charged for lost or destroyed badges.

4.0 CONTRACTOR FURNISHED INFORMATION, PROPERTY AND SERVICES:

There will be no contractor furnished property required to provide emergency physician services.

5.0 PEFORMANCE-BASED REQUIREMENTS: The Contractor shall provide Emergency Physician Services for the Emergency Department at the Kayenta Health Center. The following are the elements of service called for under this contract. This PBSOW describes the desired service outcome; in their proposal, the Contractor shall specify how each outcome is to be achieved, including relevant logistics, and contingency plans to achieve each element in case of unforeseen circumstances. The Contractor's performance will be evaluated in accordance with the standards set forth in the Performance-based Matrix of paragraph 8.0. Specific tasks include:

5.1 The Contractor shall perform Emergency Physician Services as follows:

5.1.1 At least one ED Contract physician on duty in the KHC-ED at all times on all days

5.1.2 Partial double coverage: A second Contract physician on duty in the KHC-ED during a portion of all days

5.1.3 In addition to at least one physician on duty in the KHC-ED, there must always be a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on duty in the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other Contract physician immediately available to come in to provide backup.

5.1.4 While emergency medicine residency training is not required of all providers (see Qualification Requirements), it is recommended that at least one of the physicians working during each 24-hour period must be emergency medicine residency-trained.

5.1.5 Partial double-coverage: The Contractor shall provide physicians such that two physicians will provide the above-described services each day during the period of greatest need. Contractor should propose how this coverage will be provided, however, this double-coverage should include 8-12 hours each day, starting between 1000 and 1200, and ending between 2000 and midnight.

5.1.6 The ED physicians must provide back up for each other in the event of major emergencies, such as multi-victim trauma, overwhelming patient volume, and obstetrical emergencies, where additional help assures better patient care and throughput. This occurs most frequently with women in labor who are deemed safe to transport to a higher level of care but who may require medical support in the event of a precipitous delivery. Callback is expected in these situations because the ER cannot be left

without physician coverage.

5.1.7 The contractor's plan should include a strategy for sufficient physician coverage to meet patient needs (including seasonal volume changes), be available at all times for callbacks, provide support in the event of major emergencies, and to cover unanticipated gaps in ER physician coverage (that is, those caused by flight delays and so forth). To meet these needs, there must never be a time when there is only one Contract physician in Kayenta. In addition to at least one physician on duty in the KHC-ED, there must always be at least a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on duty in the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other Contract physician immediately available to come in to provide backup. Exceptions are only acceptable if alternative arrangements are previously made with and approved by the KHC-ED Medical Director or COR.

5.1.8 New-provider orientation and training may be scheduled for 1-3 days, and the Contractor proposal shall include planning and compensation for orientation. A portion of the orientation will be on-line learning to be completed before the arrival of the physician.

5.1.9 Kayenta is open to considering a variety of staffing models, but no physician should be scheduled for more than a 12-hour shift or back-to-back shifts without time for rest and recovery.

5.1.10 The contractor shall communicate with the medical control for the Navajo Nation Emergency Medical Service and with the Ground Transport contractor stationed in Kayenta, AZ, and in accordance with KHC policies and procedures as needed.

6.0 Qualification Requirements: The Contactor shall meet the following requirements throughout the term of the contract.

6.1 **Experience.** The Contractor shall provide physicians to perform the necessary medical procedures for patients in a variety of emergency department situations such that at least one physician is on duty at the KHC-ED at all hours of all shifts. The Contractor physicians shall provide immediate medical evaluation, examination, diagnosis, treatment, and/or referral of patients who present for care in the KHC emergency services area. The Contractor physician shall provide professional advice to personnel in emergency situations with regard to professional management of patients being treated and/or hospitalized. Contractor physician care shall cover the range of emergency department care typically provided in a rural civilian practice of similar size. The following list is an example of the types of cases, but is not all-inclusive:

A. Major trauma, including fractures of multiple extremities, stab wounds, open wounds of the chest and abdomen, head trauma, suspected spine injuries, lacerations, amputations;
B. Major medical emergencies such as cardiac arrest, myocardial infarction, respiratory failure, shock, diabetic ketoacidosis;
C. Obstetrical emergencies such as deliveries of single or multiple births, acute pregnancy complications, vaginal bleeding;
D. Pediatric emergencies
E. Acute psychiatric problems, including suicide attempts
F. Lower-acuity complaints including viral illnesses, other infections, minor orthopedic problems, minor trauma, alcohol abuse;
G. The contracted physician shall be responsible providing Emergency Department coverage for the inpatient service once established until the inpatient physician becomes available.
H. Trans venous and transthoracic cardiac pacing, central venous catherization, Swan-Ganz catheterization, arterial catherization, venous cutdown, endotracheal intubation, rapid sequence intubation, conscious sedation, thoracentesis, tube thoracotomy, cricothyrotomy, vaginal delivery, peritoneal lavage, laceration repair, reduction and stabilization of fractures and dislocations, arthrocentesis, paracentesis, interpretation of radiographs, electrocardiograms and administration of thrombolytics.

6.2 **Quality of care by physicians:** Contractor physicians shall practice in adherence to typical standards and guidelines as defined by, but not limited to, KSU Governing Board bylaws, KHC Medical Staff bylaws, rules, policies and procedures, KHC ED policies and procedures, Centers for Medicare and Medicaid Services (CMS), the Joint Commission (TJC), applicable state licensure boards,

and applicable federal authorities (e.g., IHS, DEA, etc.)

6.3 **Documentation of care by physicians:** Contract physicians shall generate and maintain proper medical record information on beneficiaries to whom treatment is provided in accordance with Indian Health Service (IHS), TJC, and CMS regulations. The Contractor physician shall prepare all medical record documentation to meet or exceed the established standards of the IHS facility to include, but not limited to: timeliness, legibility, accuracy, content, and signature. Contractor physicians shall complete all third party reimbursement forms. All medical record information and documentation generated in the performance of this contract must be completed at the time of departure and will remain the property of and subject to the exclusive control of the IHS. The contractor physician is responsible for following up all ordered laboratory and x-ray tests. Contract physicians are expected to use the Electronic Health Records for entry of their documentation where applicable. The Health Information Department shall be notified in advance of the contractor providers last workday. Failure to properly complete medical record documentation before leaving may result in a delay or failure of the processing of all invoices from the contractor.

6.4 **Physician qualifications, credentials, and competencies:** Contract physicians shall meet the following requirements throughout the term of the contract:

6.4.1 **Experience:** The Contractor shall ensure that all Contract physicians are trained and licensed to perform Emergency Physician Services.

6.4.2 **Licensure:** The Contractor shall ensure that all Contract physicians hold a valid, active, and unrestricted physician license in at least one state.

6.4.3 **Certifications**: The Contractor's personnel performing services under this contract shall be certified in ATLS, ACLS, PALS, BLS. NRP and ALSO are strongly recommended.

6.4.4 The contractor's personnel performing services under this contract shall be qualified by at least one of the following routes: (Note: Only accept residency training from a program certified by the ACGME or AOA and board certification through specialty boards approved by the American Board of Medical Specialties or AOA are acceptable)

6.4.5 Satisfactory completion of an emergency medicine residency and either current emergency medicine board certification or planned certification within 9 months of completing residency or fellowship training in Emergency Medicine.

6.4.6 Satisfactory completion of an approved residency in another specialty

and emergency medicine board certification

6.4.7 Satisfactory completion of an approved residency and board certification family medicine and 2000 hours, one-year full time or equivalent of independent practice providing care as an emergency department physician.

6.4.8 Satisfactory completion of an approved residency and board certification in another specialty and 7500 hours, three and half years of full time or equivalent of independent practice providing care as an emergency department physician.

6.4.9 Providers who are already credentialed at the Kayenta Service Unit and approved by the COR or designee.

6.4.10 Providers with lapsed board certification in one of the above categories may be considered, subject to COR or designee review, if they are currently eligible for board certification according to the standards defined by the relevant ABMS board for their specialty.

6.4.11 Providers with no board certification may be considered if they have 10,000 hours or five years of full time experience as Emergency Physicians with commensurate volume and acuity. This is subject to COR or designee review and limited to situations in which no more highly qualified individual is available. If the provider demonstrates a high degree of competency in the Kayenta Health Center Emergency Department the COR may, upon the recommendation of the Emergency Department Medical Director and Medical Staff, determine that this provider may be considered on a continuous part time basis.

6.4.12 Core privileges include those necessary for initial evaluation and management, to include identification, stabilization and treatment of acute illness and injury of patients of any age. This includes life-threatening illness or injury.

6.4.13 **Competencies:** The Contractor's personnel performing services under this contract shall be proficient in essential emergency medicine skills demonstrable by one of the following:

A. Completion of an emergency medicine residency within the last 4 years.
B. Presentation of a log documenting skill performance during the last 2 years.
C. Copies of skill competency documentation from other facilities within the last 2 years.

D. Signed attestation summarizing skill performance during the last 2 years.
E. Presentation of CME documentation from courses providing hands-on training and evaluation of skill performance within the last year.
F. A combination of the above.

6.4.14 Contractor is responsible for providing the above documentation, and the COR or designee will have the authority to determine whether the documentation provided is adequate to support proficiency.

6.5 **CME**: Documentation of continuing medical education (CME) is not required if within one year after graduating from an Emergency Medicine residency. Otherwise, a report documenting an average of 30 hours of CME per year in Emergency Medicine for the past three years is required.

6.6 **Contractor documentation of physician qualifications, credentials, and competencies:** For each Contract physician, Contractor shall provide initial evidence of each of the above required qualifications, credentials, and competencies. In addition, Contractor shall provide, to the COR or designee, a roster that provides Contract physician names, certification number and certification expiration date. The Contractor shall furnish, to the COR or designee, copies of renewals of any licenses and certifications for all employees providing services under this contract.

6.6.1 The Contractor shall be required to maintain records that document the competence and performance level of Contractor employees working on this contract, consistent with current TJC, CMS, and other regulatory and/or accrediting body requirements. The Contractor shall provide a current copy of the competence and performance assessments to the Service Unit Clinical Director for each Contractor physician completing assignment in the Kayenta Emergency Department.

6.6.2 Documentation for credentialing of new physicians:
Except when unavoidable due to urgent unanticipated needs, the Contractor will provide the information required for credentialing of any new contract physician four weeks prior to their scheduled start date. Contractors must complete on-line mandatory trainings prior to arrival.

6.7 **Response to Reports:** The Contractor shall cooperate with the KSU Clinical Director and the KSU Emergency Department Medical Director in resolving issues with contract physician deficiencies with respect to:
A. Error Reports
B. Morbidity/Mortality Review Reports

C. Ongoing and Focused Peer Reviews to demonstrate compliance with standards of care and Kayenta Service Unit Clinical Practice Guidelines
D. Provider certifications/expiration dates for ATLS, ACLS, PALS, BLS as required.
E. Performance Improvement Reviews

6.8 **Conduct:** Contractor physicians shall interact in a professional manner with patients, colleagues and co-workers.

6.9 **New Employee Orientation**: Contract physician/providers must attend one day of new employee orientation and complete requested on-line trainings.

6.10 **Background Checks:** The contractor shall complete required SF-85 background check form identifying the character (background checks) of each employee performing services under this contract. The contractor shall ensure that physician have their fingerprints and preliminary background cleared prior to beginning work. Also, the contract physician shall complete OF-306 for compliance with the Public Law 102-573, Indian Child Welfare Protection Act. Fingerprinting will be performed by the IHS Human Resource Department. Finger printing will be completed prior to embarking on duty.

6.11 **Immunizations:** The contractor shall provide proof of employee immunizations for: Measles, mumps, rubella, influenza, Hepatitis and Tuberculosis or provide declination statements.

7.0 Indemnification and Insurance

7.1 FAR 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _$1,000,000.00_____.

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

•(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in